

Claim # 58  
Brown

1058

Claim No. 58.

Under Article II. Treaty of 14th June 1866,  
with Creek Indians.

The undersigned, Simon Dunn, <sup>(30)</sup> a  
Meddman of the Creek Nation, & loyal Refugee -  
subsequently a Soldier in Comp<sup>y</sup> 4<sup>th</sup> "H." 1<sup>st</sup> Indian  
Regiment, being duly examined and sworn: (he  
understanding and conversing in the English  
language:) deposes and says: that whilst he was  
living on his place near Tallahassee Mission, in  
the Creek Nation, and sometime in the month of  
November 1861. he was driven therefrom by some  
Bands of Rebel Indians and whites (who were then  
roaming over the Nation committing all sorts of  
atrocities upon the negroes) and fled to Kansas,  
where he enlisted in the Union Army and served  
until the close of the war. This deponent further  
says: At the time he so fled his home, as aforesaid,  
he owned and possessed, and did necessarily  
abandon and lose, all the property hereinafter set  
forth, and that he has never since recovered the  
same, or any part thereof, to say:

1. One Mare	valued at	\$ 50.00
1. One Ox Wagon	" "	70.00
150. One hundred fifty Bushels Corn.	@ \$1.00	150.00
2. Two Saddles and bridles	@ \$15.00	30.00
2. Two Sows and ten Pigs, valued at		20.00
Amount due		\$ 320.00



Articles 2 3

Amount brought forward	\$320.00
2 Two Cows and Calves, at \$15 each	30.00
2 Two Horses, 2 yr old, " \$10 "	20.00
1 Yearling Horse, " 5 "	5.00
36 Thirty Six Chickens " 25¢ "	9.00
Set House Furniture, Beds, Coddings, &c.	56.00
making a total value of	\$440.00

Four hundred and forty dollars. Further this deponent saith not.

Union Brown. His X Mark

Subscribed & sworn to before me, at the Creek Agency, on this 7th day of November A.D. 1869.

W. H. B. D. Supt. Ind. Office,  
South Y. S. T. C.

The undersigned, Billy M. Intosh, a freedman, and Flora M. Intosh, a freedwoman, both of the Creek Nation, and loyal refugees, being jointly, duly examined and sworn: (they understanding & conversing in the English language:) do depose and say: They are not interested in the claim of Union Brown in any personal or pecuniary manner whatever: that they have heard the foregoing Affidavit read to them, and know its contents, and that the same is, circumstantially, correct and true in every particular. The said Billy M. Intosh, for himself, states, he, of his own knowledge, knows of the claimant's ownership and loss of the mare and the wagon set forth in the foregoing deposition, but does not know of the other property therein named, but believes that the claimant



Heifers - Yearlings -  
Chickens.

\$4.00 Each.

.12 1/2 ..

and for the following one-half the claimed  
value:-

Or Wagon.-

35.00.

House furniture, beds, bedding &c. 28.00

In consideration of these, and all other  
facts attainable, bearing upon the case, we believe  
it just and equitable to award this claimant  
Simon Brown Two hundred and seven  
dollars and fifty cents.-

\$207 <sup>50</sup>/<sub>100</sub>

W. B. Hays

Brevet Major General U. S. Army.

Supt. Indian Affairs. Southern Superintendency

G. A. Smith

Captain U. S. Army.

Proc. agent.

Claim # 58

Brown



did own and have in possession all the article, claimed.  
 And the said Flora M<sup>c</sup>. Intosh, for herself, says: that,  
 of her own knowledge, the said Simon Brown, did, at  
 the time stated in his deposition, own and possess, and  
 did necessarily abandon and lose the property  
 therein named, and in the manner stated by him.

Further, these deponents do not say.

Billy M<sup>c</sup>. Intosh,

Flora M<sup>c</sup>. Intosh,

his  
 X  
 mark  
 her  
 X  
 mark

Subscribed and sworn to before me, at the Creek  
 Agency. On this 9<sup>th</sup> day of November A.D. 1869.

W. H. C. L. H. P.  
 N. H. O. H. P. H. P.  
 Asst. Supt. Ind. Affairs  
 South Supt. Ind.

### Award.

The loss of property specified above is deemed  
 established by the foregoing testimony. Also, the  
 status of claimant. The amount claimed, however,  
 is, in some instances, considered excessive. Upon in-  
 quiry, it is found, the values of the different kinds of  
 property, at the time the loss occurred, ruled as follows:

Wares:	\$ 15.00. Each.
Corn, bushel.	50 ..
Saddles & bridles,	5.00 ..
Sows and pigs.	5.00 ..
Cows & calves.	8.00 ..
Heifers - 2 yrs. old.	5.00 ..

Claim # 58 Simon Brown